



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE  
REFER TO FILE: **AS-0**

March 27, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

### **SHOPPING CART RETRIEVAL SERVICES ALL SUPERVISORIAL DISTRICTS 3 VOTES**

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Award the contract for "Shopping Cart Retrieval Services" to California Shopping Cart Retrieval Corporation, Inc., located in Burbank, California. This contract will be for a period of one year commencing on May 1, 2003, or upon Board approval, whichever occurs last, with four 1-year renewal options not to exceed a total contract period of five years.
2. Instruct the Chair to sign this contract.
3. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.
4. Authorize Public Works to encumber an annual amount not to exceed \$48,000 which is based on the contractor's price to perform the service.
5. Delegate authority to the Director of Public Works to renew this contract for the four 1-year renewal options, if, in the opinion of the Director, renewal is warranted.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In 1999, your Board recognized that there was a growing problem with the proliferation of abandoned shopping carts in public places other than store premises throughout the County, and awarded a contract to remove these carts in 2000. This recommended action is to award a contract to continue the collection/retrieval of all shopping carts from public rights of way which include streets, highways, sidewalks, medians, parkways, parks, setbacks, and alleys; as well as any other areas designated by Public Works and/or allowed by law in the County unincorporated areas. The goal in awarding this contract will be to provide for a zero tolerance of abandoned carts in the County's unincorporated areas.

### **Implementation of Strategic Plan Goals**

This contract is consistent with the County's Strategic Plan Goals of Service Excellence, Organizational Effectiveness, and Children and Families' Well Being. This service is to be provided on a part-time basis and the contractor has the expertise to complete the work, which will allow Public Works to provide this service to the public in a more responsive manner, as well as removing this blight to improve the quality of life in the County.

## **FISCAL IMPACT/FINANCING**

This contract is for an annual amount not to exceed \$48,000. This amount is based on the contractor's price to perform the service. This contract will be for a period of one year commencing on May 1, 2003, or upon Board approval, whichever occurs last. With the Board's delegated authority, the Director may renew this contract from year to year for a total contract period not to exceed five years. In any event, this contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor.

Funds are available in Public Works' 2002-03 budget to cover the first year's cost of this contract. There will be no impact on net County cost.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contractor has properly executed this contract and County Counsel has approved it as to form.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended contract which is for services required on a part-time and intermittent basis.

## **CONTRACTING PROCESS**

On December 12, 2002, Public Works solicited proposals from 58 independent contractors and community business organizations to accomplish this work. Also, notice of proposal availability was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On January 22, 2003, two proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements as outlined in the Request for Proposals (RFP). Having met these requirements, they were then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria described in the RFP which included proposed price, work plan of action/approach, proposer's past experience, and capability. Based on this evaluation, Public Works is recommending that this contract be awarded to California Shopping Cart Retrieval Corporation, Inc., located in Burbank, California, who was found to be the most responsive and lowest-cost proposer to perform the required service.

Enclosure B reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains Board-approved contract terms and conditions regarding current and new employee notification of the Federal-earned income tax credit, agreement to maximize to the extent possible the use of recycled-content paper products, contractor responsibility and debarment, jury service requirements, and no payment for services received after contract expiration or termination.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information Form in compliance with Los Angeles County Code, Chapter 2.200 (Child Support Compliance Program).

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

The Honorable Board of Supervisors  
March 27, 2003  
Page 4

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees, as this service is presently contracted with the private sector.

**CONCLUSION**

Please have the original and one copy of this contract signed by the Chair. Please return the signed copy for the contractor to Public Works, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

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cc: Chief Administrative Office  
County Counsel

## A G R E E M E N T

This AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY," and CALIFORNIA SHOPPING CART RETRIEVAL CORPORATION, INC., hereinafter referred to as "CONTRACTOR."

## W I T N E S S E T H

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 21st day of January 2003, hereby agrees to provide shopping cart retrieval services in the unincorporated areas of the County as described in the attached Specifications for "Shopping Cart Retrieval Services."

SECOND: The Contract Specifications, the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto; Addenda to the Request for Proposals; and the insurance certifications are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract's Specifications to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal, an annual amount not to exceed \$48,000 or such greater amount as the Board may approve.

FOURTH: In the event that terms and conditions which may be listed in the Contractor's proposal conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

FIFTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to meet the County's requirements.

SIXTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

CALIFORNIA SHOPPING CART RETRIEVAL  
CORPORATION, INCORPORATED

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary